vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.671 OF 2005
IN
SUMMARY SUIT NO.1359 OF 2001

Bhupat K. Koticha ... Plaintiff

V/s.

M/s.Aminex Rasayan & Anr. ... Defendants

Mr.B.Bhatia i/b Bipin Joshi for Plaintiff
Mr.Sanjay Jain i/b A.V. Jain & Associates for Defendant No.1

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **MARCH 13, 2006**

P.C.:

. The Summons for Judgement has been taken out for a decree in terms of the prayers in the plaint. The plaintiff claims that he loaned an amount of Rs.73,850/- to the Defendant. The Bill of exchange was accepted for payment by Defendant No.2. The original of the bill of exchange is produced for my perusal.

2. The partner of Defendant No.1 claims that the signature on the bill of exchange is not that of any of the partners of Defendant No.1 and, therefore, they have never executed the same. Furthermore, it is claimed that the suit has been filed beyond the period of limitation and several other defenses are also taken.

3. In the affidavit filed by the plaintiff, it appears that criminal case No.87/S of 1999 has been filed by the Plaintiff before the Court at Vikhroli. The Defendants in that case have admitted to have received the amount under the Bill of Exchange.

4. In view of this, leave granted conditionally upon the Defendants depositing a sum of Rs.1,12,500/- in this Court within eight weeks from today. In the event that amount is deposited, the same shall be invested in a nationalised bank, initially for a period of three years, to be renewed thereafter. If the amount is not deposited within the stipulated period, the Plaintiff would be entitled to a decree as prayed for.